

Article XI

Telecommunications Services and Related Programs

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1. This Article sets forth the respective authority and responsibility of the United States of America and the Republic of the Marshall Islands for communications assistance including frequency spectrum management as authorized by Section 131 of the Compact of Free Association, as amended, and with regard to the operation of telecommunication services of the Government of the United States in the Republic of the Marshall Islands as authorized by Section 132 of the Compact, as amended.
2. The Government of the United States and the Government of the Republic of the Marshall Islands, recognizing the progressive development of telecommunications infrastructure for their mutual benefit and the importance of incorporating advances in technology in this development, shall enter into negotiations for the purpose of concluding such subsidiary arrangements as may be necessary to make available, so far as is possible, to the people of the Republic of the Marshall Islands and to the Government of the United States, a rapid, efficient, reliable and cost-effective wire and radiocommunication service, including broad band services such as fiber optic cable. Further, with a view to acquiring such enhanced telecommunications infrastructure while limiting costs, such communications infrastructure upgrades shall be free from all license requirements, taxes, duties, fees and charges. All arrangements concluded under this paragraph shall remain in force between the Government of the United States and the Government of the Republic of the Marshall Islands for the period of effectiveness of the provisions of Article XIII of this Agreement.

Definitions

3. The definition of terms set forth in the following documents are incorporated into this Agreement:
 - (a) Article VI of Title Four of the Compact, as amended;
 - (b) Paragraph 2 of Article I of the Status of Forces Agreement concluded pursuant to Section 323 of the Compact; and
 - (c) Paragraph 2 of Article I of this Agreement.

United States Telecommunications Support

4. The United States will continue work on the notification of radio frequency assignments to the Radiocommunication Bureau (BR) of the International

Telecommunication Union (ITU) until all assignments that require notification pursuant to the ITU Radio Regulations are successfully notified.

5. The United States will provide frequency management support to the frequency management staff of the Republic of the Marshall Islands by:
 - (a) Assisting in the notification and coordination of new radio frequency assignments to the Radiocommunication Bureau when the frequency management staff is faced with new or complex aspects of complying with ITU procedures;
 - (b) Providing advice and assistance in accommodating new communications requirements for complex systems or for ones which the staff have not handled before; and,
 - (c) Maintaining a computer database of U.S. Government frequency assignments in the Republic of the Marshall Islands and providing periodic lists of the assignments to the Republic of the Marshall Islands for the duration of the Compact, as amended.
6. At Joint Telecommunication Board meetings and between meetings, as necessary, the United States will provide information on, for example, issues and correspondence involving activities of the ITU.

Responsibilities of the Republic of the Marshall Islands

7. For the duration of the Compact, as amended, the Republic of the Marshall Islands:
 - (a) Will operate its telecommunications services consistent with the provisions of the ITU Constitution and Convention and the ITU Radio Regulations and will fulfill all of its ITU obligations; and
 - (b) Will consult with the United States of America (using Joint Telecommunication Board meetings when time permits) on ITU issues, including all ITU conferences and meetings, which could affect its bilateral relationship with the United States of America.
8. In accordance with the applicable provisions of the ITU Convention or as may be provided for in a subsequent ITU instrument binding on the Government of the United States of America and the Government of the Republic of the Marshall Islands, the Republic of the Marshall Islands will give the United States of America its proxy to vote and sign on its behalf at any ITU conference or meeting

that it does not attend, provided the two governments have consulted on the issues to be decided.

Operation of Telecommunications Services of the United States in the RMI

9. General Provisions

- (a) The Government of the Republic of the Marshall Islands shall permit the Government of the United States to operate telecommunications services in the Republic of the Marshall Islands to the extent necessary to fulfill the obligations of the Government of the United States under the Compact, as amended.
- (b) In the Republic of the Marshall Islands, permits or licenses issued to United States personnel by the Government of the United States shall be solely for the operation of telecommunication facilities of the Government of the United States.
- (c) The Government of the United States may use local telecommunications systems in the Republic of the Marshall Islands and is encouraged to do so to the extent feasible taking into account the cost, security, effectiveness and reliability of such systems.

10. Subject to prior consultations with the Republic of the Marshall Islands, the Government of the United States may take within the Republic of the Marshall Islands measures for the installation, operation and maintenance of its telecommunication services, including:

- (a) the operation and maintenance of all telecommunication facilities, and use of the associated radio frequencies authorized for use, or authorized in use, by it upon the entry into force of this Agreement;
- (b) the installation, operation and maintenance of new or additional telecommunication facilities in the Republic of the Marshall Islands. Such actions will be coordinated with the Government of the Republic of the Marshall Islands.
- (c) the regulation and control of all telecommunications of the Government of the United States, including the licensing of operations personnel; and
- (d) the use of codes, ciphers and other means of cryptographic security.

11. The Government of the Republic of the Marshall Islands:

- (a) Permits the operation of United States telecommunication facilities in the Republic of the Marshall Islands, subject to coordination with the Government of the United States in accordance with the terms of this Agreement; and will ensure that the provision of frequencies to the Government of the United States shall be free from all license requirements, taxes, duties, fees and charges;
- (b) Shall make prompt and reasonable efforts to satisfy requests by the Government of the United States for changes in existing frequencies and for requests for additional frequencies; and
- (c) Shall accept as its own, without a test or fee, the permits or licenses issued to United States personnel by the Government of the United States.

12.

- (a) For the purpose of carrying out the provisions of this Article, Competent Authorities shall be designated by each of the Parties. The Competent Authority of the Government of the United States and the Competent Authority of the Government of the Republic of the Marshall Islands may communicate directly with each other. The designation by a government of the Competent Authority will be communicated in writing to the other signatory government and such designation may, from time to time, be amended.
- (b) Recognizing the establishment of the Joint Telecommunication Board in the Compact provisions for the purpose of harmonizing the telecommunication operations of the Government of the United States with those of the Government of the Republic of the Marshall Islands, the Competent Authorities shall meet at least annually or more often as may be required. The Board will review plans for changes to the respective telecommunication systems of the parties to ensure maximum possible compatibility and interoperability and discuss and decide any issues relating to the use of local telecommunication systems by the Government of the United States. The secretariat and host for meetings of the Board will be as mutually agreed by the parties.

13. The Government of the United States, through its Competent Authority, shall coordinate proposed major changes to United States telecommunications and extraordinary activities or exercises that would have the potential of causing *either electromagnetic or physical interference with other systems used or* licensed by the Government of the Republic of the Marshall Islands. The Government of the Republic of the Marshall Islands, through its Competent Authority, shall coordinate similar changes with the United States Competent Authority. The Government of the United States and the Government of the

Republic of the Marshall Islands shall use their best efforts to avoid both electromagnetic and physical interference to each other's telecommunication operations. In the event the Competent Authorities cannot reach a mutually satisfactory agreement through consultations, the matter will be referred to their respective governments for resolution in accordance with the provisions of Article V of Title Three or Article II of Title Four of the Compact, as amended, as appropriate.

14. Transmitter and receiver antennas installed by the Government of the United States shall be located and constructed so as not to constitute hazards including, *inter alia*, hazards to air navigation.

Defense Telecommunication Provisions

15. The Armed Forces of the United States and their United States contractors may take, in the Republic of the Marshall Islands, measures for the installation, operation and maintenance of telecommunication services pursuant to Title Three of the Compact, as amended, and its subsidiary agreements. These measures include the right, as provided for in this Agreement, to install, operate and maintain:

- (a) Radio communication, radar and telemetry systems including:

- (1) Major radio communication facilities as links with the worldwide military network of the United States;
 - (2) Such other lesser radio-telephonic and telegraphic communication facilities including the Military Affiliate Radio System as may be required for the support of military and administrative services of the Armed Forces of the United States;
 - (3) Television systems;
 - (4) Radio facilities for communication with aircraft and surface vessels;
 - (5) Satellite communications;
 - (6) Such other broadcast stations contributing to the morale, welfare and training of the Armed Forces of the United States and its contractors, which includes the Armed Forces Radio and Television Service and short-range broadcast stations; and

- (7) Such other telecommunication facilities as may be required from time to time.
- (b) Aids to air navigation and airfield approach control systems including electronic navigation and landing aids, such as airport surveillance radars, ground control approach (GCA), TACAN and instrument landing systems (ILS), and other such aids as may be developed and adapted for such use.
- (c) Telecommunication equipment in connection with the operation of weather facilities.
- (d) The activities contained in paragraph 15 (a) through (c) of this Article, are a non-exclusive, illustrative listing of the telecommunications activities which the United States may take in the Republic of the Marshall Islands.
- (e) The term "television systems" as used in paragraph 15 (a) (3) refers only to such systems used for surveillance monitoring, security systems, command and control, and other such uses, but does not include television broadcast stations as addressed in paragraph 15 (a) (6) of this agreement without the prior agreement between the Government of the United States and the Government of the Republic of the Marshall Islands.
- (f) The Government of the United State shall not undertake any actions to install or operate broadcast stations pursuant to paragraph 15 (a) (6) of this Article without prior agreement between the Government of the United States and the Government of the Republic of the Marshall Islands.

United States Federal Programs and Services Telecommunication Provisions

- 16. United States Federal Agencies and their United States contractors may take in the Republic of the Marshall Islands measures for the installation, operation and maintenance of telecommunication services in support of United States Federal Programs and Services as set forth in this Agreement.

Effective Date, Amendment and Duration

- 17. This Article shall enter into force simultaneously with the Compact, as amended. Upon entry into force of this Agreement, both the Section 131 Agreement effected by exchange of notes at Kolonia and Palikir May 28 and June 7, 1993, and as between the United States and the Republic of the Marshall Islands, the 1982 "Agreement Regarding the Operation of Telecommunication Services of the Government of the United States in the Marshall Islands and the Federated States of Micronesia Concluded Pursuant to Section 132 of the Compact of Free Association," shall terminate.

18. This Article may be amended by the Parties at any time by mutual agreement.

19. This Article shall remain in force in accordance with the following terms:

- (a) Paragraphs 2, 3, 9-15 and 17-19 of this Article shall remain in force between the Government of the United States and the Government of the Republic of the Marshall Islands for the period of effectiveness of the Military Use and Operating Rights Agreement concluded pursuant to Sections 321 and 323 of the Compact; and
- (b) Paragraphs 2, 3, 9-14 and 16-19 of this Article shall remain in force between the Government of the United States and the Government of the Republic of the Marshall Islands for the period of effectiveness of the provisions of Article XIII of this Agreement.

Article XII

Transition and Termination of Services and Related Programs

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Transition and Termination of Services and Related Programs

1. Whenever the Government of the Republic of the Marshall Islands desires to terminate a category of the services and related programs set forth in Articles VI through XII of this Agreement, that Government shall give written notice to the United States diplomatic representative and to the Federal agency concerned. The Government of the United States shall assist in the orderly transfer of authority and responsibility for such category of services and related programs. Unless otherwise agreed, the authority and responsibility of the Government of the United States under this Agreement shall terminate one year after receipt of such notice by the United States diplomatic representative.
2. Upon termination of a category of services and related programs pursuant to paragraph 1 of this Article, the applicability of all laws of the United States, its regulations, practices, policies, treaties, conventions, or arrangements, which are applicable to that category solely by virtue of this Agreement, shall cease to be applicable in the Republic of the Marshall Islands, and any authority and responsibility of the Government of the United States for the conduct of foreign affairs in respect to such services and related programs shall also cease.

Article XIII

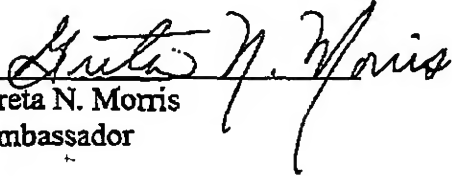
Effective Date, Amendment and Duration)

Article XIII


Effective Date, Amendment and Duration

1. This Agreement, as amended, shall enter into force simultaneously with the amendments to the Compact; any related Exchanges of Notes shall enter into force in accordance with their own terms.
2. The provisions of this Agreement or any related Exchanges of Notes may be amended as to the Government of the Republic of the Marshall Islands and as to *the Government of the United States at any time by mutual agreement.*
3. This Agreement shall remain in force for a period of twenty years, subject to Article IV, Title Four of the Compact.
4. This Agreement may be accepted, by signature or otherwise, by the Government of the United States and the Government of the Republic of the Marshall Islands. Upon acceptance of this Agreement, each Government shall possess an original English language version.

DONE at Majuro BMT, in duplicate, this 23rd day
of March, 2004, each text being equally authentic.


Greta N. Morris
Ambassador

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:


Gerald Zackios
Minister of Foreign Affairs

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE MARSHALL
ISLANDS:

ANNEX A

**WEATHER SERVICES AND RELATED PROGRAMS
PROVIDED BY
NOAA NATIONAL WEATHER SERVICE
TO
THE REPUBLIC OF THE MARSHALL ISLANDS**

To comply with the provisions of the Compact of Free Association, as amended, the United States Department of Commerce's (DOC) National Oceanic and Atmospheric Administration's (NOAA) National Weather Service (hereafter referred to as the National Weather Service) shall, subject to the availability of funds appropriated for this purpose:

1. Enter into a contract with the Government of the Republic of the Marshall Islands to provide, on a reimbursable basis, personnel, facilities, supplies, and related support services to operate and maintain the Weather Service Office at Majuro, and second order weather stations, climatological networks, and Supplemental Aviation Weather Reporting Stations (SAWRS) within the area of responsibility of the primary Majuro weather station. The Weather Service Office at Majuro includes the weather observatory, upper air inflation building and associated weather equipment. It is staffed by a Meteorologist-in-Charge or Official-in-Charge, eight Weather Service Specialists, an Electronic Program Specialist and a Tradesman. This office takes and disseminates surface and upper air observations, gathers tide data and prepares and disseminates locally adapted forecasts and warnings. It also provides expertise to the government on short and long term climatological trends with technical assistance provided by the National Weather Service. The Majuro office supervises the SAWRS at the Amata Kabua International Airport. Second order stations providing limited surface synoptic observations are located at Utirik, Mili, Jaluit, Wotje, and Ailinglapalap. The Majuro station oversees the second order stations and also the cooperative weather sites within the Republic of the Marshall Islands.
2. As funds are available and as efficiencies and new technologies are implemented, modify the staff at the Majuro location by a reduction in the number of Weather Service Specialists and the addition of a second Meteorologist and a Systems Manager (computer specialist).
3. Provide the supplies (including balloons, radiosondes, hydrogen and tanks, etc.), manuals and instructions, and instruments and equipment required for the operation of the weather stations' programs and related services but which are not provided for under Paragraph 1 above.

4. Provide and maintain weather office facilities, including renovation and replacement, and the replacement of meteorological instruments/equipment, and other equipment required for the weather stations' programs and related services.
5. Regularly inspect the weather offices and SAWRS observing sites to ensure the quality of meteorological operations and services.
6. Train Republic of the Marshall Islands employees as required to implement the provisions of the Compact, as amended, and to meet technological change.
7. Continue Republic of the Marshall Islands access to telecommunications for meteorological traffic to ensure the receipt and dissemination of current meteorological information.
8. Provide for the maintenance, repair, or installation of instruments and equipment required for the weather stations' programs and related services.
9. Provide advice and technical assistance, upon request, for the development of a Republic of the Marshall Islands national weather service.
10. Continue the following level of weather services and related programs for the Republic of the Marshall Islands until they may be assumed by the development of a Republic of the Marshall Islands national weather service:

(a) General

The National Weather Service provides for the meteorological data acquisition facilities and services and for the dissemination of forecasts and warnings prepared by the National Weather Service Forecast Offices (WFOs) in Guam and Honolulu to the civil interests, including those involved in marine and aviation activities.

(b) Public Weather Services

- (1) Twice daily marine-oriented forecasts are prepared and transmitted from WFO Guam by dedicated telecommunications networks to the Weather Service Offices. The forecasts are adapted for local use and then distributed locally by phone, phone recording, facsimile, Internet web site, and are also disseminated by radio and TV (where available) in both English and native languages.

(2) Tropical storm, typhoon, and other marine forecasts and warnings are disseminated as in Paragraph 1 above and also by satellite communications such as the Emergency Manager's Weather Information Network or equivalent means via HF radio (radio fax) for high seas information.

(3) The Majuro weather station shall maintain short-term historical weather records for the use of local, national and international agricultural, construction, and scientific interests. Long-term climatological records are maintained by the US National Climatic Data Center.

(c) Aviation Weather Services

(1) Aviation aerodrome forecasts are issued for Majuro and Kwajalein four times daily by either WFO Guam or the WFO Honolulu.

(2) Aviation warnings are issued, as required, under international agreement.

(d) Two tide stations in Majuro and Kwajalein are part of the International Tsunami Warning System. These two stations are located in a critical quadrant of the western Pacific and provide early warnings of Tsunamis generated in the Philippine Islands - New Guinea - Vanuatu area. The tide information is transmitted to the Pacific Tsunami Warning Center in Honolulu for their computation of tsunami transit time and for use in preparing warnings for the Pacific Basin.

AGREED MINUTE

MILITARY USE OF AIR SERVICES OF THE AIRLINE OF THE MARSHALL ISLANDS

Article IX, Civil Aviation Economic Services and Related Programs, paragraph 3:

The United States Government notes that intra-Marshall Islands air services, particularly intra-Kwajalein air services, can provide a needed complement to otherwise available air services used in connection with United States military operations within the Republic of the Marshall Islands. In this regard, the Parties understand that the Airline of the Marshall Islands (AMI) should be provided the opportunity to provide scheduled air services for use by the United States military within the territory of the Republic of the Marshall Islands in accordance with the following guidelines, and subject to qualification as follows:

1. It is mutually understood that United States Military Authorities will, under appropriate circumstances, consider use of intra-Marshall Islands air services provided by AMI under paragraph 1(a), Article II Movement, of the Status of Forces Agreement Concluded Pursuant to section 323 of the amended Compact of Free Association.
2. It is further mutually understood that such "appropriate circumstances" would include:
 - (a) The United States Government determines that AMI possesses adequate organizational and material resources (including, but not limited to aircraft) to render, upon the request of the United States Government scheduled air services referred to in paragraph 1 of this Minute, on a consistent and reliable basis; and
 - (b) The United States Government determines that AMI meets all Federal Aviation Administration (FAA) and Department of Defense (DOD) safety and security requirements, including safety audits by DOD, and
 - (c) The United States Military Authorities determine there is a need for scheduled air services.